LOS LOBOS HOSPITALITY RIDER

DRESSING ROOM (set up at sound check time): Purchaser will provide two clean, well lit, private, lockable or guarded dressing rooms which shall be heated or air conditioned as is appropriate. Dressing rooms must have mirrors, running water, electrical outlets, restrooms, clothes hangers, and iron and ironing boards.

CATERING REQUIRMENTS: Purchaser will provide the following catering items:

Load-in (approximately 12:00 noon)
Two gallons spring water
Twelve assorted sodas (Coke, Orange, 7-Up, Root Beer)
Coffee and tea service
Six oranges, apples or bananas
Sandwiches for 4 (Usually best to send runner after load-in)
Four assorted candy bars

DINNER (after sound check, approximately 5:30-6:00pm)
Dinner for ten at venue, entree, starch, 2-veg, salad, dessert, 1 ovolacto vegetarian, 1 vegan vegetarian. Please consult with tour manager over menu. Please no Mexican food or lasagna.

DRESSING ROOM (set up at sound check time)
12 bottles of Miller Lite beer
12 bottles of German hefe-weizen beer or local microbrew
Six bottles Heineken or Newcastle Brown Ale
Six bottles O'Doul's (non-alcoholic beer)
Two bottles of white zinfandel wine
Six Yoohoo chocolate flavored drink, bottle or box
Six Ginger ale sodas, no diet
Six A&W root beers, no diet
Six Coca-Cola classic, no diet
Six Hawaiian Punch, can or box
12 assorted Snapple teas, some herbal, no diet
Two liters sparkling water (no flavors or sugar)
Two quarts not from concentrate orange juice
One quart whole milk
One carton Rice Dream (vanilla) rice milk (no soy milk)
All above cold and on ice also 10 pounds of unsalted ice.
12 1 ½ liter of Evian or Mt. Valley waters
Coffee and tea service with an pot coffee, one pot decaf, one pot hot water, lemon, sugar, honey, hot cups
Assorted black, green, and herbal tea bags
One pkg. rice cakes
12 premium healthy muffins
One pkg. Keebler chip deluxe cookies

In lieu of a deli tray please provide the following:
8 oz. sliced salami, 8 oz. sliced prosciutto
8 oz. sliced bologna, 1 pkg. vegi-deli slices,
1 pkg. soy cheese slices, 8 oz. provolone, 8 oz, muenster
One head clean Romaine lettuce, tomatos, sprouts.
One pint mayonnaise, one 8-oz Grey Poupon mustard
Peanut butter and Smucker's Simply Fruit
One loaf wheat bread, one loaf white bread
One large bag potato chips or one bag tortilla strips with Pace medium salsa or fresh salsa
One pound peanut M&M's or large bag Snickers bars
One Kellogg's variety pack cereals
1 box Kellogg's Nutri-Grain bars
Ten uncut apples/bananas/oranges (no grapes)
Two bags corn nuts
One cork screw
One roll paper towels
One box sandwich bags
12 sets plastic forks/knife/spoon
15 16oz. plastic Solo brand cups
24 clean dry hand towels **(Very important!!!)**
One large trash can with plastic liner

FOR HOSPITALITY AND PRODUCTION QUESTIONS, PLEASE CONTACT: ANDY IRELAND - TOUR MGR.
(PHONE: 213-656-4803; FAX: 213-650-9430)

FOR OTHER QUESTIONS, PLEASE CONTACT: PAUL GOLDMAN - MONTEREY PENINSULA ARTISTS
(PHONE: 408-375-4889; FAX: 408-375-2623)

AGREED AND ACCEPTED:

Purchaser **Date** **Los Lobos** **Date**

2070826748

FROM : J. Yvette Robinson PHONE NO. : 2124911848 Aug. 19 1998 02:09PM P4

Source: https://www.industrydocuments.ucsf.edu/docs/prdy0004

LOS LOBOS PRODUCTION RIDER

Producer shall supply at no cost to Artist the following:

SOUND SYSTEM
Front of House: 40x8x2 Mixer, 4 bands EQ, 4 FX busses (Amek, Gamble, Yamaha 4K). 4 noise gates, 8 compressor / limiters (BSS, DBX), 1 Yamaha rev 5 or 7, 2 Yamaha spx 9 or spx 900, 1 Roland SDE 3000 digital delay, two 1/3 octave EQ, cassette recorder, cd player, crossover located at mix position, subwoofers not driven from an auxiliary bus. Mix position shall be at center from the stage, not under any balconies or other sound altering structures, and usually not more than 80 ft. from the stage in large venues. Mix position is subject to our mixer's discretion.

Speaker System: House PA system must be adequate to cover 110% of venue capacity, and capable of reproducing a wide variety of acoustic instruments at a nominal level and also a loud rock show (EAW, Martin, Turbosound). Speaker position is subject to our mixer's discretion.

Monitor System: 40x10 mixer (Ramse, Soundcraft, Amek, Yamaha), 4 band EQ, variable input attenuation, solo, and muting. 9 mixes, 9 1x3 octave EQ, cue wedge for engineer, 2 Yamaha spx 90 or spx 900, 12 15"x2" wedges, 2 drum fills, 2 3-way sidefills. All mixes are bi-amp or tri-amp, no passive crossovers. Mix position off-stage left with easy stage access for monitor engineer and in sight of the artist.

The following are not on our rider and are not acceptable: Soundtrax, TAC, Peavey, Allen & Heath, Hill, Rane, DOD, Community or home made speaker boxes. White 1/3 octave EQ with the knobs, EAW 2x12"x2" wedges (or copies).

LIGHTING
Minimum two trusses, upstage and downstage, 48 instruments, four washes, six downstage specials, four specials on upstage truss, twenty four channel two scene board, two spot lights, clear-com or equivalent communication system between lighting director and spot operators. Purchaser shall provide two qualified spot operators. Please, no smoke machines of any type while the Artist has the stage.

RISERS
Two 8'x8'x12" risers. Both carpeted and skirted with black duvotene.

PRODUCTION OFFICE
Artist requires a production office with one and preferably two working phone lines. Room must have a desk with an office chair with wheels, two working electrical outlets. The phone service should be set up so that out-going call can only be made on a credit card or collect basis.

DUPLICATING
Artist will require access to a copy machine from load in to start of show.

BACKDROP
Artist may be carrying backdrop or other soft goods to be hung upstage of drum risers.

LOADERS AND STAGEHANDS and ELECTRICIAN
Purchaser shall provide: four loaders at truck both for both load in and out, four hands for set-up and tear down, two hands for show call, and one runner with a car who will need to be available at load-in and be available until load-out is completed. A qualified electrician will be required to tie-in Sound and Lights distros, and be on call at all times.

PARKING
Purchaser shall provide parking for Artist's entourage within close proximity of stage entrance. Artist representative will advise exact parking requirements.

SOUNDCHECK
A soundcheck may be required on the day of performance, after and only after all sound and lighting equipment is functioning properly. Barring unforeseen difficulty, it shouldn't take more than 90 minutes after that. This must occur prior to the opening of the house.

STAGE
All outdoor stages must have roofs/covering for the Artist.

2070826749

FROM : J. Yvette Robinson PHONE NO. : 2124911848 Aug. 19 1998 02:10PM P5

Source: https://www.industrydocuments.ucsf.edu/docs/prdy0004

15. **INDEMNIFICATION:**
    a. Purchaser agrees to indemnify and hold harmless Artist and his employees, contractors and/or agents from and against any claims, costs (including attorney's fees and courts costs), expenses, damages, liabilities, losses, or judgments arising out of, or in connection with any claim, demand or action made by any third party, if such are sustained as direct or indirect consequence of the engagement.
    b. Purchaser shall also indemnify and hold harmless Artist and his employees, contractors and/or agents from an against any and all loss, damage and/or destruction occurring to its and/or it employees', contractors, or agents' instruments and equipment at the place of the engagement, including, but not limited to, damage, loss or destruction caused by Act of God.

16. **TAXES:** Purchaser shall pay and hold Artist harmless of and from any and all taxes, fees, dues, and the like relating to the engagement hereunder and the sums payable to Artist shall be free of such taxes, fees, dues, and the like.

17. **INSURANCE:** Purchaser agrees to provide comprehensive general insurance (including without limitation, coverage to protect against any and all injury to persons as a consequence of the installation and/or operation of the equipment and instruments provided by Artist and/or its employees, contractors and agents). Such liability insurance shall be in the amount required by the venue, but in no event shall have a limit of less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury and property damage. Such insurance shall be in full force and effect at all times Artist or any of Artist's agents or independent contractors are in place of performance. Artist, and/or its employees, contractors, its agent for the engagement, Monterey Peninsula Artists and managers shall be listed as an Additional Insured under such insurance and this shall be indicated on the pertinent cerificate of insurance. Purchaser also agrees to provide a policy of Workmans Compensation covering all of Purchaser's employees and/or third party contractors. Purchaser further agrees to provide full at risks insurance coverage for all equipment and instruments provided by Artist and/or its employees, contractors, and agents against fire, vandalizing, thefts, riot or any other type of act or event causing harm or damage to, or loss of, the instruments and equipment so provided. Certificates of insurance relating to the coverage listed above shall be furnished by Purchaser to Artist at least fourteen (14) days prior to the engagement. Artist's failure to request or review such insurance certificates shall not affect Artist's rights or Purchaser's obligations hereunder. The Purchaser warrants that she/he has complete and adequate public liability insurance. This certificate must be produced to the Artist upon request.

18. **MERCHANDISING:**
    a. Artist shall have sole and exclusive right to sell souvenir materials, including, but not limited to, programs, shirts, hats and buttons, in connection with and at the place of engagement hereunder. Artist shall retain 100% of all proceeds from such sales
    b. Absolutely no merchandise (including T-shirts, brochures, etc.), bearing the Artist's name or likeness shall be printed or manufactured without express written permission of the Artist or the Artist's authorized Representative. Any items sold bearing the Artist's name or likeness are subject to negotiation of percentage for a gross to be paid to Artist and/or subsequent action.
    c. Purchaser shall provide adequate space for Artist's designee to vend such material, and agrees that Artist's designee shall, as it may require, have access to any and all facilities and any and all areas adjacent to the venue.

19. **INTERVIEWS.** All interviews for the news media must have prior approval of the Artist. Only benafice press or broadcast interviews will be granted.

20. **PRESS CLIPPINGS:** Please forward all press clipping related to this date to the Artist's agency.

21. **CONTRACT AND RIDER FULLFILLMENT:** Purchaser or representative with full decision making powers must be in the hall and accessible from load in until two hours after the show ends. In the case or any conflict of terms, The terms of this Rider shall prevail over any other. All terms of this rider are specifically accepted by Purchaser unless they are waived by the Artist.

LOS LOBOS shall have sole and exclusive control over the production, presentation and performance of their portion of the engagement. Any problems, questions or promotional requests should be discussed well in advance of the show date with the Artist's representatives.

MANAGEMENT: Julie Steeg (tour coordinator) - Metropolitan Ent. Phone: 212-686-8082 Fax:212-629-3605

BOOKING: Monterey International, Inc. Phone: 312-640-7500 Fax:312-640-7515

2070826750

FROM : J. Yvette Robinson PHONE NO. : 2124911848 Aug. 19 1998 02:10PM P6

Source: https://www.industrydocuments.ucsf.edu/docs/prdy0004

In the event that the Purchaser, his agents, employees, contractors, etc. reproduce or cause to be reproduced the Artist's performance in the form of films, tapes or any other means of audio or video reproductions, upon demand by Artist, Purchaser shall deliver all of the same (together with any and all masters, negatives and other means of reproductions thereof) to Artist at Purchaser's sole cost and expense, in addition to all other legal or equitable remedies which Artist may have.

8. **PURCHASER ASSUMES LIABILITY**: Except as otherwise herein specifically provided Purchaser hereby assumes full liability and responsibility for the payment of any and all costs, expenses, charges, claims, losses, liabilities, and damages related to or based upon the presentation or production of the show or shows in which Artist is to appear hereunder.

9. **ADVERTISING**: Artist must approve all advertising including, but not limited to print, radio and television. Prior to publication or broadcast, purchaser agrees to fax a mock-up of ad copy to Artists management. Artist must be allowed a reasonable amount of time to either approve or make changes. Please fax to Paula Sartorius at 212-629-3605 and to Paul Goldman at Monterey Peninsula Artists at 408-375-2623. Monterey Peninsula Artists has provided the approved photo to be used in all advertising and promotion. No other photo, picture, graphic, etc., can be used unless approved in writing in advance by Artist.

10. **RADIO STATION OR PRODUCT COPRESENTS, PROMOTER COPRESENTS**: All forms of sponsorship, whether part of an ongoing series or specifically for Artist's show, must be authorized by artist's representative. Any proposal for radio station co-presentation of this show including any tie-in with a radio, TV, newspaper or product must be cleared with and approved by Artist prior to any confirmation of such tie-in, co-present or co-promote. Also, any co-promote situation with any promoter other than contract signer as shown will first need approval of artist.

11. **BOX OFFICE AND SETTLEMENTS**: Artist's Road Manager shall be provided with a complete sales accounting at closing of box office. This accounting shall include a signed/notarized manifest from the ticket printing company, as well as originals, and photocopies of all show expenses/billings. Percentage breakpoint to be adjusted on night of show during the settlement to reflect actual costs of show. Expenses not to exceed original budget without prior authorization from Artist's Representative. ALL payments to Artist are to be made in cash unless specific arrangements are made prior to the day of the performance with the Artist's agency. There will be no change in ticket price or number of tickets sellable without the permission of Artist Representative. The specific capacity, gross potential and ticket price breakdown of the facility where the Artist is to perform under this agreement, must be clearly printed on the the face of the A.F. of M. contract to which this agreement is attached.

12. **GUESTS AND COMPS**: Purchaser agrees to make available to Artist, at no charge, up to 35 of the best seats in the house for the Artist's guest. (Except in the Los Angeles area where that may include up to 50 people). NOTE: Under no circumstance is the house guest list to exceed that of the Artist. (This is inclusive of press and giveaways).

13. **FAILURE TO FULFILL OBLIGATIONS**: Each one of the terms and conditions of this contract is of the essence of this agreement and necessary for Artist's full performance hereunder. In the event Purchaser refuses or neglects to provide any of the items herein states, and/or fails to make any of the payments as provided herein, Artist shall have the right to refuse to perform this contract, shall retain any amounts therefore paid to Artist by Purchaser, and Purchaser shall remain liable to Artist for the agreed price herein set forth. In addition, if on or before the date of any scheduled concert, Purchaser had failed, neglected, or refused to perform any contract with any other performer for any earlier engagement, or if the financial standing or credit of Purchaser has been impaired or is in Artist's opinion unsatisfactory, Artist shall have the right to cancel this engagement by notices to Purchaser to that affect, and in such event Artist shall retain any amount theretofore paid to Artist by Purchaser.

14. **MODIFICATION**: It is understood and agreed that the contract may not be changed, modified or altered, except by an instrument in writing, signed in accordance with the law of the State of California. This contract may not be assigned, or changed, modified, or altered expect by an instrument in writing signed by the parties. Nothing in this agreement shall require the performance of any act contrary to the law or the rules and regulations of any union, guild, or similar body having jurisdiction over services of Artist or over the performances hereunder. Whenever there is a conflict between any provisions of this contract and any law, or any such rule or regulation of any such union, guild, or similar body, such law, rule or regulation shall prevail and this contract shall be modified to the extent necessary to eliminate such conflict. This is the sole and complete agreement between the parties with respect to the engagement. Nothing in this contract shall be construed to constitute the parties as a partnership or joint venture, and artist shall not be liable in whole or in part for any of the provisions hereof, or otherwise.

2070826751

FROM : J. Yvette Robinson PHONE NO. : 2124911848 Aug. 19 1998 02:11PM P7

Source: https://www.industrydocuments.ucsf.edu/docs/prdy0004

Los Lobos Contract Rider

as of 02/26/97

This rider attached hereto and made part of the contract dated 8/17/10 by and between and LOS LOBOS (hereinafter referred to as "Artist") and _____ (hereinafter referred to as "Purchaser").

Purchaser agrees to meet the following requirements at her/his expense:

1. **BILLING**: In all headline situations Artist shall receive 100% headline billing. All other acts must be cleared through Artist's agency prior to confirmation of support act. When not headlining Artist shall always receive 100% special guest star billing. In all advertising and publicity Artist shall be billed as:

Los Lobos

2. **FORCE MAJEURE**: Artist's obligation to furnish the entertainment unit referred to herein is subject to the detention or prevention by sickness, inability to perform, accident, means of transportation, Act of God, riots, strikes, labor difficulties, epidemics and/or any act or order of any public authority or any cause, similar, or dissimilar, beyond Artist's control.

   Provided Artist is ready, willing and able to perform, Purchaser agrees to compensate Artist in accordance with the terms hereof regardless of Act of God, fire, accident, riot, strike, or any events of any kind of character whatsoever, whether similar or dissimilar to the foregoing events which would prevent or interfere with the presentation of the show hereunder.

3. **INCLEMENT WEATHER**: Notwithstanding anything contained herein, inclement weather shall not be deemed to be a force majeure occurrence and the Purchaser shall remain liable for payment of the full contract price even if the performance(s) called for herein are prevented by such weather conditions. Artist shall have the sole right to determine in good faith whether any such weather conditions shall render the performance(s) impossible, hazardous or unsafe.

4. **CONTROL OF PRODUCTION**: Artist shall have the sole and exclusive control over the production, presentation and performance of the entertainment unit in connection with the engagement, including but not limited to, the details, means and methods of the performance of the entertainment unit and each member hereof, and the persons to be employed by Artist in performing the provisions hereof on Artist's part to be performed. It is specifically understood and agreed that a representative of the Artist shall have sole and absolute authority in directing personnel operating all lighting and sound equipment during rehearsal and each performance scheduled herein.

5. **SECURITY**: Purchaser will prove an experienced, properly trained, cooperative security staff capable of safeguarding Artist's personnel, equipment and vehicles form the time of their arrival at the venue until their final departure. A sufficient number of guards shall be provided for the stage and backstage areas to insure that no unauthorized persons will be on stage or backstage at any time, particularly during the performance. All security staff shall be under the direct supervision, direction, and control of Artist's Tour Manager. Artist's laminated tour passes will be afforded total access to any part of the venue. Only these passes will be allowed backstage during the show except for working personnel.

6. **APPROVAL OF OTHER PERFORMERS**: Artist reserves the approval right of any other persons to appear in conjunction with this performance and the right to determine the length and nature of their performance(s). A violation of this clause shall entitle Artist to refuse to furnish the performers described herein but Purchases shall remain obligated to make all payments herein set forth. Purchaser agrees there will be no Master of Ceremonies, no welcoming speeches, no introductions, and no ceremonies at intermission except as Artist may direct.

7. **REPRODUCTION OF PERFORMANCE (Photos, Audio, Video Recordings)**: No portion of the performance rendered hereunder may be broadcast, photographed, recorded, filmed, taped or embodies in any form for any purpose for reproducing such performance without Artist's prior written consent. Purchaser will deny entrance to any persons carrying audio or video recording devices including not only members of the audience, but also press and Purchaser's staff. There will be no flash cameras allowed. There will be no onstage access for photographers.

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